#### Agenda Item Form

mission, objectives and functions.

Districts Affected: All Dept. Head/Contact Information: R. William Torgerson/ Daisy Esparza (Ext. 4057) Type of Agenda Item: Resolution ☐Staffing Table Changes ☐Board Appointments ☐ Tax Installment Agreements ☐Tax Refunds □ Donations RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐ Item Placed by Citizen ☐ Introduction of Ordinance Application for Facility Use ☐Bldg. Permits/Inspection Interlocal Agreements ☐ Contract/Lease Agreement ☐ Grant Application □Other **Funding Source:** General Fund ☐Grant (duration of funds: \_ Months) ☑Other Source: USER FEE Legal: □ Legal Review Required □ Approved Attorney Assigned (please scroll down): Lupe Cuellar Denied Timeline Priority: ☐High ⊠Medium Low # of days: Why is this item necessary: Necessary to permit contract employees to perform duties outlined in contracts. Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: Maintenance and operating expenditures are nil. **Statutory or Citizen Concerns:** Demands and needs are met. **Departmental Concerns:** 

Approval or employee contractor contracts will enable Parks/Aquatics Department to meet it's

Agenda Date: 3/23/2004

AC 8 MA BEARD FOR

#### RESOLUTION

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

#### **AQUATICS**

6.

**DEPARTMENT ID: 51010281, ACCOUNT 501011** 

1. CONTRACTOR: Jesus A. Acosta, Lifeguard, Step2

DATES: March 24, 2004 through September 30, 2004

RATE PER HR: \$6.00

CONTRACT NO: 2003/2004-174

2. CONTRACTOR: Christina A. Ayoub, Swim Instructor, Step 1

2003/2004-175

DATES: May 27, 2004 through September 30, 2004

RATE PER HR: \$5.35

3. CONTRACTOR: Amber A. Benge, Swim Instructor, Step 1
DATES: March 24, 2004 through September 30, 2004

RATE PER HR: \$5.35

CONTRACT NO: 2003/2004-176

001111A01110. 2003/2004-110

CONTRACT NO:

4. CONTRACTOR: Paul J. Carrara, Senior Lifeguard, Step 1

DATES: March 24, 2004 through September 30, 2004

RATE PER HR: \$6.60

CONTRACT NO: 2003/2004-177

5. CONTRACTOR: Omar H. Carrillo, Lifeguard, Step 2

DATES: March 24, 2004 through September 30, 2004

RATE PER HR: \$6.00

CONTRACT NO: 2003/2004-178

CONTRACTOR: Crystal M. Chavez, Pool Attendant, Step 2
DATES: March 24, 2004 through September 30, 2004

RATE PER HR: \$5.60

CONTRACT NO: 2003/2004-179

7. CONTRACTOR: Anaiza Fraire, Senior Lifeguard, Step 1

DATES: March 24, 2004 through September 30, 2004

RATE PER HR: \$6.60

CONTRACT NO: 2003/2004-180

8. CONTRACTOR: Elizabeth A. Jones, Swim Instructor, Step 1

DATES: May 27, 2004 through September 30, 2004

RATE PER HR: \$5.35

CONTRACT NO: 2003/2004-181

| 10. CONTRACTOR:  | 9.   | CONTRACTOR:<br>DATES:<br>RATE PER HR:<br>CONTRACT NO: | Joshua D. Solorza, Pool Attendant, Step 1<br>March 24, 2004 through September 30, 2004<br>\$5.40<br>2003/2004-182 |  |  |
|--|------|---|---|--|--|
| DATES: March 24, 2004 through September 30, 2004 RATE PER HR: \$5.40 CONTRACT NO: 2003/2004-184  APPROVED this 23 <sup>rd</sup> day of March , 2004.  THE CITY OF EL PASO  ATTEST:  Joe Wardy Mayor  Richarda Duffy Momsen City Clerk  APPROVED AS TO FORM: APPROVED AS TO CONTENT:  Guadalupe Cuellar Dr. William R. Torgerson, Acting Director | 10.  | DATES:<br>RATE PER HR:                                | March 24, 2004 through September 30, 2004<br>\$5.35   |  |  |
| THE CITY OF EL PASO  ATTEST:  Joe Wardy Mayor  Richarda Duffy Momsen City Clerk  APPROVED AS TO FORM:  APPROVED AS TO CONTENT:  Guadalupe Cuellar  Dr. William R. Torgerson, Acting Director   | 11.  | DATES:<br>RATE PER HR:                                | March 24, 2004 through September 30, 2004<br>\$5.40   |  |  |
| ATTEST:  Joe Wardy Mayor  Richarda Duffy Momsen City Clerk  APPROVED AS TO FORM:  APPROVED AS TO CONTENT:  Guadalupe Cuellar  Dr. William R. Torgerson, Acting Director  |      | APPROVED this   | <u>23<sup>rd</sup></u> day of <u>March</u> , 2004.  |  |  |
| APPROVED AS TO FORM:  APPROVED AS TO CONTENT:  Guadalupe Cuellar  Dr. William R. Torgerson, Acting Director  |      |   | THE CITY OF EL PASO   |  |  |
| Richarda Duffy Momsen City Clerk  APPROVED AS TO FORM:  APPROVED AS TO CONTENT:  Guadalupe Cuellar  Dr. William R. Torgerson, Acting Director  | ATTE | ST:   |   |  |  |
| APPROVED AS TO FORM:  APPROVED AS TO CONTENT:  Guadalupe Cuellar  Dr. William R. Torgerson, Acting Director  |      |   | <u>■</u>  |  |  |
| Guadalupe Cuellar  Dr. William R. Torgerson, Acting Director   |      | _   |   |  |  |
|  | APPR | OVED AS TO FORM:                                      | APPROVED AS TO CONTENT:   |  |  |
|  |      | •   |   |  |  |

DEPARTMENT ID:

16303 51010281

CLASS: PROJECT:

51151 P500203

| STATE OF TEXAS  |
|---|
| ) EMPLOYMENT CONTRACT COUNTY OF EL PASO ) PARKS AND RECREATION  |
| This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinaft referred to as "City," and   |
| WHEREAS, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and   |
| WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;  |
| NOW THEREFORE, the parties hereto mutually agree as follows:  |
| 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.  |
| 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MARCH 24, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .   |
| 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fring benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract. |
| 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.  |
| 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County  |
| 6. <b>TERMINATION</b> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from  |

service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** Name: JESUS A. ACOSTA 2 Civic Center Plaza El Paso, Texas 79901-1163 PŁ IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_. CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** APPROVED AS TO FORM: APPROVEDÍAS Guadalupe Cuellar Deputy City Attorney perintendent Administrative Analyst

FUND:

16303 51010281

DEPARTMENT ID:

51151

CLASS: PROJECT:

P500203

SPEED CHART: P0181

| STATE OF TEXAS )  |   |
|---|---|
| ) EMPLOYMENT CONTRACT COUNTY OF EL PASO ) PARKS AND RECREATION  |   |
| This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporatio referred to as "City," and CHRISTINA A. AYOUB, hereinafter referred to as "Contractor,  |   |
| WHEREAS, the City has a need to engage the employment of the Contractor as a <u>SWIM INSTRUCT</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and  | OR  |
| WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;  |   |
| NOW THEREFORE, the parties hereto mutually agree as follows:  |   |
| 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, an contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant policies of the City and Parks and Recreation Department.   | d the<br>at rules and                         |
| 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about May 27, 2004 and shall continue until SEPTEMBER 30, 2004  |   |
| 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the of \$5.35 and shall receive pay increases in accordance with the city's policy for Park Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours a week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate prother terms of this contract. | ts and<br>week,<br>lours per<br>ide no fringe |
| 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.  | City of                                       |
| 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County   | law<br>is, and shall                          |
| 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Show have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminatedly upon written notification to the contractor of the cause for termination. As a member of the unclus services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated   | ld the City<br>nated<br>assified              |

service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

| CITY: Mayor, City of El Paso, Texas<br>2 Civic Center Plaza<br>El Paso, Texas 79901-1163 | CONTRACTOR:           | Name: CHRISTINA A. AYOUB SS# Add City Phone:                |
|--|-----------------------|---|
| IN WITNESS WHEREOF the   | parties have executed | this agreement in El Paso, Texas on this                    |
| day of   |                       | ······································                      |
|  |                       | CITY OF EL PASO, TEXAS                                      |
| ATTEST:  |                       | Joe Wardy, Mayor  |
| Richarda Duffy Momsen<br>City Clerk  |                       | CONTRACTOR:   |
|  |                       | PARENT(S) (If Minor)  |
| APPROVED AS TO FORM:   |                       | APPROVED AS TO CONTENT:                                     |
| Guadalupe Cuellar<br>Deputy City Attorney  |                       | Parks and Recreation Director                               |
|  |                       | Program Coordinator  Superintendent  Administrative Analyst |

FUND: 16303 DEPARTMENT ID: 51010281

CLASS: 51151

PROJECT: P500203 SPEED CHART: P0181

| STATE OF TEXAS                             |   |
|--|---|
|  | EMPLOYMENT CONTRACT   |
| COUNTY OF EL PASO                          | ) PARKS AND RECREATION  |
|  | ,   |
| This contract entered into by and b        | between the CITY OF EL PASO, a home rule municipal corporation hereinafter        |
| referred to as "City," and AMBER A.        |   |
|  |   |
| WHEREAS, the City has a need to            | engage the employment of the Contractor as a SWIM INSTRUCTOR                      |
| for the Parks and Recreation Department    | in accordance with Section 6.6-5 of the Civil Service Charter, and                |
|  |   |
| WHEREAS, contractor is knowle              | dgeable and capable of rendering said employment to the City;                     |
|  |   |
| NOW THEREFORE, the parties                 | hereto mutually agree as follows:   |
|  |   |
|  | The Contractor shall perform the employment of                                    |
| SWIM INSTRUCTOR, STEP 1                    | , under the terms and conditions hereafter stated, and the                        |
| contractor hereby accepts and agrees to p  | perform such employment. Contractor agrees to adhere to all relevant rules and    |
| policies of the City and Parks and Recrea  | ition Department.   |
|  |   |
|  | The employment of contractor is to commence on or about                           |
| MARCH 24, 2004 and sha                     | ll continue until <u>SEPTEMBER 30, 2004</u> .                                     |
|  |   |
| 3. <u>COMPENSATION AND ME</u>              | THOD OF PAYMENT The Contractor shall be paid biweekly at the rate                 |
|  | all receive pay increases in accordance with the city's policy for Parks and      |
| Recreation Department contract employee    | es. Contractor will not be scheduled to work in excess of 40 hours a week,        |
| however, in the event that unforeseen circ | cumstances arise that require the contractor to work in excess of 40 hours per    |
| week, Contractor shall be paid overtime is | n accordance with the Fair Labor Standards Act. The City will provide no fringe   |
|  | e will he/she make a claim against the City for more than the rate provided under |
| the terms of this contract.                | F   |
|  |   |
| 4. LOCATION OF PERFORMA                    | <b>ANCE</b> The places where such employment is to be performed is the City of    |
|  | as may be necessary in the performance of this agreement.                         |
| •  |   |
|  |   |

6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination

5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall

be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

| CITY: Mayor, City of El Paso, Texas               | CONTRACTOR:           | Name: AMBER A. BENGE                     |
|---|-----------------------|--|
| 2 Civic Center Plaza<br>El Paso, Texas 79901-1163 |                       | <u> </u>                                 |
| 512 100, 201100 1990 1100                         |                       | ( t                                      |
|   |                       | P  |
| IN WITNESS WHEREOF the                            | parties have executed | this agreement in El Paso, Texas on this |
| day of  |                       | *  |
|   |                       | CITY OF EL PASO, TEXAS                   |
| ATTEST:   |                       | Joe Wardy, Mayor                         |
|   |                       | Joe wardy, Mayor                         |
| Richarda Duffy Momsen                             |                       |  |
| City Clerk  |                       | CONTRACTOR:                              |
|   |                       | Amber Bongl                              |
|   |                       | PARENT(S) (If Minor)                     |
|   |                       | Willing 12 Bur                           |
| APPROVED AS TO FORM:                              |                       | APPROVED AS TO CONTENT:                  |
|   |                       | Anba Barac                               |
| Guadalupe Cuellar                                 |                       | Parks and Recreation Director            |
| Deputy City Attorney                              |                       | Della Valla                              |
|   |                       | Program Coordinator                      |
|   |                       | Haren / Tuller                           |
|   |                       | Superintendent                           |
|   |                       | Administrative Analyst                   |

DEPARTMENT ID:

16303

CLASS: PROJECT:

51151 P500203

SPEED CHART: P0181

| COUNTY OF EL PASO  | ) EMPLOYMENT CONTRACT ) PARKS AND RECREATION   |
|--|--|
| This contract entered into by and referred to as "City," and PAUL J.   | between the CITY OF EL PASO, a home rule municipal corporation hereinafter CARRARA , hereinafter referred to as "Contractor," witnesseth   |
| WHEREAS, the City has a need to for the Parks and Recreation Departmen   | o engage the employment of the Contractor as a <u>SENIOR LIFEGUARD</u> t in accordance with Section 6.6-5 of the Civil Service Charter, and  |
| WHEREAS, contractor is knowled   | edgeable and capable of rendering said employment to the City;   |
| NOW THEREFORE, the parties   | hereto mutually agree as follows:  |
| SENTOR LIFEGUARD, STEP 1   | The Contractor shall perform the employment of, under the terms and conditions hereafter stated, and the perform such employment. Contractor agrees to adhere to all relevant rules and ation Department.  |
| 2. <u>TIME OF PERFORMANCE</u> March 24, 2004 and sha   | The employment of contractor is to commence on or about all continue until <u>SEPTEMBER 30, 2004</u> .   |
| of \$6.60 P/H and sha<br>Recreation Department contract employe<br>however, in the event that unforeseen circ<br>week, Contractor shall be paid overtime i | THOD OF PAYMENT The Contractor shall be paid biweekly at the rate all receive pay increases in accordance with the city's policy for Parks and res. Contractor will not be scheduled to work in excess of 40 hours a week, cumstances arise that require the contractor to work in excess of 40 hours per in accordance with the Fair Labor Standards Act. The City will provide no fringe will he/she make a claim against the City for more than the rate provided under |
| 4. LOCATION OF PERFORMA El Paso, State of Texas or in such places  | ANCE The places where such employment is to be performed is the City of as may be necessary in the performance of this agreement.  |
| governing the same, it is agreed that this of  | ACT For purposes of determining the place of the contract and the law contract is entered into the City and County of El Paso, State of Texas, and shall exas. Venue for all purposes shall be in the courts El Paso County  |
| other party of the intention to terminate the<br>have cause to terminate this agreement or   | may terminate this contract without cause after 14 days written notice to the his contract, or at any time by mutual agreement of the parties. Should the City if Contractor is in breach of this contract, the contract may be terminated the contractor of the cause for termination. As a member of the unclassified  |

services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

carry out his/her duties under the agreement

<u>V</u>

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

| CITY: Mayor, City of El Paso, Texas<br>2 Civic Center Plaza<br>El Paso, Texas 79901-1163 | CONTRACTOR:             | Name: PAUL J. CARRARA  SS#: Add City Phor  |
|--|-------------------------|--|
| IN WITNESS WHEREOF the   | e parties have executed | this agreement in El Paso, Texas on this   |
| day of   |                         |  |
|  |                         | CITY OF EL PASO, TEXAS   |
| ATTEST:  |                         | Joe Wardy, Mayor   |
| Richarda Duffy Momsen<br>City Clerk  |                         | CONTRACTOR:  PARENT(S) (If Minor)  |
| APPROVED AS TO FORM:   |                         | APPROVED ASTO CONTENT:   |
| Guadalupe Cuellar<br>Deputy City Attorney  |                         | Parks and Recreation Director  Program Coordinator  The Author  Superintendent  Administrative Analyst |

FUND: DEPARTMENT ID:

16303 51010281

CLASS: 5

51151 P500203

PROJECT: SPEED CHART:

P0181

| STATE OF TEXAS )   |
|--|
| ) EMPLOYMENT CONTRACT COUNTY OF EL PASO ) PARKS AND RECREATION   |
| This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and OMAR H. CARRILLO, hereinafter referred to as "Contractor," witnessets  |
| WHEREAS, the City has a need to engage the employment of the Contractor as a <u>LIFEGUARD</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and   |
| WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;   |
| NOW THEREFORE, the parties hereto mutually agree as follows:   |
| 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of  LIFEGUARD, STEP 2 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.   |
| 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MARCH 24, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .  |
| 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of \$6.00 and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fring benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract. |
| 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.   |
| 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County   |
| 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified   |

services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

| CITY: Mayor, City of El Paso, Texas<br>2 Civic Center Plaza<br>El Paso, Texas 79901-1163 | CONTRACTOR:             | Name:<br>SS#<br>Adc<br>C;<br>Pb | OMAR H. CARRILLO  |
|--|-------------------------|---------------------------------|---|
| IN WITNESS WHEREOF the   | e parties have executed | this agreement                  | t in El Paso, Texas on this   |
| day of   |                         | ·                               |   |
|  |                         | CITY OF                         | EL PASO, TEXAS  |
| ATTEST:  |                         | Joe Wardy                       | y, Mayor  |
| Richarda Duffy Momsen<br>City Clerk  |                         | CONTRA                          | ctor//  |
|  |                         | PARENT                          | (S) (If Minor)  |
| APPROVED AS TO FORM:   |                         | APPROV                          | ED AS TO CONTENT:   |
| Guadalupe Cuellar<br>Deputy City Attorney  |                         | 11.                             | Recreation Director   |
|  |                         | ProgramC                        | oordinator  (n) (). Fulle   |
|  |                         | Superinten<br>Administra        | dent dent de la constitución de |

FUND: 16303 DEPARTMENT ID: 5101028

> CLASS: 51151 ROJECT: P500203

PROJECT: P50020 SPEED CHART: P0181

| COU  | STATE OF TEXAS  NTY OF EL PASO   | ) EMPLOYMENT<br>) PARKS AND RE   |   |
|--|--|--|---|
|  |  |  | PASO, a home rule municipal corporation hereinafter, hereinafter referred to as "Contractor," witnesseth:   |
|  |  |  | of the Contractor as a <u>POOL ATTENDANT</u><br>n 6.6-5 of the Civil Service Charter, and   |
| WHER   | EAS, contractor is knowl   | edgeable and capable of ren  | dering said employment to the City;   |
| NOW T  | HEREFORE, the partie   | es hereto mutually agree as for  | ollows:   |
| POOL A   | ATTENDANT, STEP 2  | perform such employment.   | Form the employment of e terms and conditions hereafter stated, and the Contractor agrees to adhere to all relevant rules and   |
|  |  | E The employment of contract continue until SEP  | actor is to commence on or about FEMBER 30, 2004.   |
| of\$5.6<br>Recreation Dep<br>however, in the<br>week, Contract | and shortment contract employers event that unforeseen citizen shall be paid overtime ractor agrees that at no time. | nall receive pay increases in<br>rees. Contractor will not be<br>reumstances arise that requi<br>in accordance with the Fair | The Contractor shall be paid biweekly at the rate accordance with the city's policy for Parks and scheduled to work in excess of 40 hours a week, re the contractor to work in excess of 40 hours per Labor Standards Act. The City will provide no fringe against the City for more than the rate provided under |
| 4. LOC   | ATION OF PERFORM   | IANCE The places where s   | uch employment is to be performed is the City of  |

- El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. TERMINATION Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

| CITY: Mayor, City of El Paso, Texas<br>2 Civic Center Plaza<br>El Paso, Texas 79901-1163 | CONTRACTOR:           | Name: CRYSTAL M. CHAVEZ SS Ac Ci Pho.    |
|--|-----------------------|--|
| IN WITNESS WHEREOF the   | parties have executed | this agreement in El Paso, Texas on this |
| day of   | ,                     | ·  |
|  |                       | CITY OF EL PASO, TEXAS                   |
| ATTEST:  |                       | Joe Wardy, Mayor                         |
| Richarda Duffy Momsen<br>City Clerk  |                       | CONTRACTOR:                              |
|  |                       | PARENT(S) (If Minor)                     |
| APPROVED AS TO FORM:   |                       | APPROVED AS TO CONTENT:                  |
| Guadalupe Cuellar<br>Deputy City Attorney  |                       | Parks and Recreation Director            |
|  |                       | Program Coordinator  Aun A Valle         |
|  |                       | Saperintendent  Administrative Analyst   |

FUND: 16303 DEPARTMENT ID: 51010281

CLASS: 51151

PROJECT: P500203 SPEED CHART: P0181

STATE OF TEXAS )

(COUNTY OF EL PASO )

EMPLOYMENT CONTRACT PARKS AND RECREATION

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and <u>ANAIZA FRAIRE</u>, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a <u>LIFEGUARD</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SENIOR LIFEGUARD, STEP 1 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
  - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MARCH 24, 2004 and shall continue until SEPTEMBER 30, 2004.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of \$6.60 and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

| CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163 | Name: ANAIZA FRAIRE  SS#: Addı City/ Phone.  |
|--|--|
| IN WITNESS WHEREOF the parti   | es have executed this agreement in El Paso, Texas on this                                  |
| day of   |  |
|  | CITY OF EL PASO, TEXAS   |
| ATTEST:  | Joe Wardy, Mayor   |
| Richarda Duffy Momsen<br>City Clerk  | CONTRACTOR:  Contractor:  PARENT(S) (If Minor)   |
| APPROVED AS TO FORM:   | APPROVED AS TO CONTENT:  |
| Guadalupe Cuellar Deputy City Attorney   | Parks and Recreation Director  Program/Coordinator  Superintendent  Administrative Analyst |

DEPARTMENT ID:

16303 51010281

CLASS: PROJECT:

51151 P500203

SPEED CHART:

P0181

| STATE OF TEXAS   | )   |
|--|---|
|  | ) EMPLOYMENT CONTRACT   |
| COUNTY OF EL PASO  | ) PARKS AND RECREATION  |
| This contract entered into by and be referred to as "City," andELIZA   | between the CITY OF EL PASO, a home rule municipal corporation hereinafter BETH A. JONES , hereinafter referred to as "Contractor," witnesseth:   |
|  |   |
| for the Parks and Respection Department  | o engage the employment of the Contractor as a SWIM INSTRUCTOR  |
| for the ranks and Recreation Department  | t in accordance with Section 6.6-5 of the Civil Service Charter, and  |
| WHEREAS, contractor is knowle  | dgeable and capable of rendering said employment to the City;   |
| NOW THEREFORE, the parties   | hereto mutually agree as follows:   |
| 1. SCOPE OF EMPLOYMENT   | The Contractor shall perform the employment of  |
| SWIM INSTRUCTOR, STEP 1  | , under the terms and conditions hereafter stated, and the  |
| contractor hereby accepts and agrees to p  | perform such employment. Contractor agrees to adhere to all relevant rules and  |
| policies of the City and Parks and Recrea  | tion Department.  |
| 2 TIME OF DEDEODMANOR  | ordina di santa di s  |
|  | The employment of contractor is to commence on or about   |
| MAY 27, 2004 and sha   | ll continue until SEPTEMBER 30, 2004  |
| of \$5.35 P/H and sha<br>Recreation Department contract employed<br>however, in the event that unforeseen circ<br>week, Contractor shall be paid overtime in | <b>THOD OF PAYMENT</b> The Contractor shall be paid biweekly at the rate all receive pay increases in accordance with the city's policy for Parks and es. Contractor will not be scheduled to work in excess of 40 hours a week, sumstances arise that require the contractor to work in excess of 40 hours per accordance with the Fair Labor Standards Act. The City will provide no fringe e will he/she make a claim against the City for more than the rate provided under |
| 4. LOCATION OF PERFORMA El Paso, State of Texas or in such places a  | ANCE The places where such employment is to be performed is the City of as may be necessary in the performance of this agreement.   |
| governing the same, it is agreed that this c   | ACT For purposes of determining the place of the contract and the law contract is entered into the City and County of El Paso, State of Texas, and shall exas. Venue for all purposes shall be in the courts El Paso County   |
| other party of the intention to terminate this<br>have cause to terminate this agreement or<br>immediately upon written notification to the                  | may terminate this contract without cause after 14 days written notice to the is contract, or at any time by mutual agreement of the parties. Should the City if Contractor is in breach of this contract, the contract may be terminated he contractor of the cause for termination. As a member of the unclassified that to section 6.2-3 of the Civil Service Charter, may be terminated from  |

service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

with respect to such termination

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** Name: ELIZABETH A. JONES 2 Civic Center Plaza SS#: El Paso, Texas 79901-1163 Addr City/i Phone. IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this day of CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** PARENT(S) (If Minor) APPROVED AS TO FORM: O CONTENT: Guadalupe Cuellar Deputy City Attorney Superintendent

Administrative Analyst

DEPARTMENT ID: 16303 51010281

> CLASS: 51151

PROJECT: P500203 P0181 SPEED CHART:

2

| STATE OF TEXAS COUNTY OF EL PASO   | ) EMPLOYMENT<br>) PARKS AND REC  |  |
|--|--|--|
|  |  | PASO, a home rule municipal corporation hereinafter _, hereinafter referred to as "Contractor," witnesseth:  |
| WHEREAS, the City has a need t<br>for the Parks and Recreation Departmen   |  | f the Contractor as a POOL ATTENDANT n 6.6-5 of the Civil Service Charter, and   |
| WHEREAS, contractor is knowled   | edgeable and capable of rend   | dering said employment to the City;  |
| NOW THEREFORE, the parties   | hereto mutually agree as fol   | llows:   |
| SCOPE OF EMPLOYMENT     POOL ATTENDANT, STEP contractor hereby accepts and agrees to policies of the City and Parks and Recre                | 1 , under the perform such employment. (   | orm the employment of<br>terms and conditions hereafter stated, and the<br>Contractor agrees to adhere to all relevant rules and   |
| 2. TIME OF PERFORMANCE MARCH 24, 2004 and sha  | - <del>-</del>   | ector is to commence on or about EMBER 30, 2004.   |
| of \$5,40 P/H and shadereation Department contract employed nowever, in the event that unforeseen cirweek, Contractor shall be paid overtime | all receive pay increases in a sees. Contractor will not be so cumstances arise that require in accordance with the Fair I | The Contractor shall be paid biweekly at the rate accordance with the city's policy for Parks and scheduled to work in excess of 40 hours a week, the contractor to work in excess of 40 hours per Labor Standards Act. The City will provide no fringe against the City for more than the rate provided under |

- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. **LAW GOVERNING CONTRACT** For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

Requested, postage prepaid, to the following address:

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

CITY: Mayor, City of El Paso, Texas CONTRACTOR: Name: JOSHUA D. SOLORZA 2 Civic Center Plaza El Paso, Texas 79901-1163 IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this \_\_\_\_\_, day of \_\_\_\_\_\_, \_\_\_\_\_, CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk CONTRACTOR: PARENT(S) (If Minor) APPROVED AS TO CONTENT APPROVED AS TO FORM: Guadalupe Cuellar Deputy City Attorney

superintendent

Administrative Analyst

FUND: DEPARTMENT ID:

16303 51010281

CLASS:

51151 P500203

SPEED CHART:

PROJECT: P0181

| STATE OF TEXAS )  EMPLOYMENT CONTRACT  COUNTY OF EL PASO ) PARKS AND RECREATION  |
|--|
| This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and  |
| WHEREAS, the City has a need to engage the employment of the Contractor as a <u>SWIM_INSTRUCTOR</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and   |
| WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;   |
| NOW THEREFORE, the parties hereto mutually agree as follows:   |
| 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR STEP 1 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.   |
| 2. TIME OF PERFORMANCE The employment of contractor is to commence on or about MARCH 24, 2004 and shall continue until SEPTEMBER 30, 2004.   |
| 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract. |
| 4 I OCATION OF DEDEODMANCE. The misses whom such amount is to be useful and is the City of   |

- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. LAW GOVERNING CONTRACT For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

Parks/Employment Contract Page

8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas Name: JOSEPH R. VILLALOBOS CONTRACTOR: 2 Civic Center Plaza El Paso, Texas 79901-1163 Phon IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this day of \_\_\_\_\_, CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** Jeorph Vielalobos PARENT(S) (If Minor) Xackel M Villalobos APPROVED AS TO FORM: APPROVED AS TO CONTENT: Guadalupe Cuellar Deputy City Attorney Superintendent

Administrative Analyst

FUND:

16303

**DEPARTMENT ID:** 

51010281

CLASS:

51151

4

PROJECT: SPEED CHART:

P500203 P0181

| ) EMPLOYMENT CONTRACT  |
|--|
| COUNTY OF EL PASO ) PARKS AND RECREATION   |
| This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinaft referred to as "City," and NICOLAS ZARAZUA, hereinafter referred to as "Contractor," witnesset  |
| WHEREAS, the City has a need to engage the employment of the Contractor as a POOL ATTENDANT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and   |
| WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;   |
| NOW THEREFORE, the parties hereto mutually agree as follows:   |
| 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of  |
| 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about March 24, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .  |
| 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of \$5.40 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fring benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided und the terms of this contract. |
| 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.   |
| 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County   |
| 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated   |

immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to

OT ATE OF TEXAC

with respect to such termination

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas CONTRACTOR: Name: NICOLAS O. ZARAZUA 2 Civic Center Plaza El Paso, Texas 79901-1163 IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this day of \_\_\_\_\_\_, \_\_\_\_\_. CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk CONTRACTOR: PARENT(S) (If Minor) APPROVED AS TO FORM: APPROVED AS TO CONTENT: Guadalupe Cuellar Parks and Recreation D Deputy City Attorney perinten dent Administrative Analyst